



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

February 16, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DELEGATE AUTHORITY TO EXECUTE AMENDMENT NO. 1
TO CONTRACT NUMBER 76454 FOR ROWLAND HEIGHTS AREA PARKS
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

SUBJECT

The purpose of the recommended action is to request delegated authority to the Director of the Department of Parks and Recreation to execute Amendment No. 1 to Contract Number 76454 for park maintenance services at Rowland Heights Area Parks for the purpose of transferring and assigning the contract from the current contractor, Mariposa Landscapes, Inc., to Service Scape.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed action exempt from the California Environmental Quality Act in accordance with Sections 15378 (b) (4) and (5) of the State California Environmental Quality Act Guidelines, because the action is an administrative/fiscal activity which by its terms does not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.
2. Delegate authority to the Director of the Department of Parks and Recreation, to execute Amendment No. 1 to Contract Number 76454 for park maintenance services at Rowland Heights Area Parks. Amendment No. 1 will transfer and assign the contract from Mariposa Landscapes, Inc., to Service Scape. The effective date of this transfer and assignment will begin the first day of the month, following execution.
3. Delegate authority to the Director of the Department of Parks and Recreation to approve, when necessary, future assignments and delegations of services of Contract No. 76454, in order to ensure

continuation of grounds and landscape maintenance services, provided that County Counsel approves as to form prior to such assignment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 15, 2008, your Board approved Contract Number 76454 (Contract) to provide park maintenance services for Rowland Heights Area Parks for a term of two years with three one-year option periods for the annual cost of \$208,596 with Mariposa Landscapes, Inc (Mariposa). On April 30, 2009, the Director of the Department of Parks and Recreation (Director) approved Change Notice Number 1 to the Contract adding building maintenance services and increasing the Contract sum from \$208,596 to \$221,879.64. Mariposa approached the Department of Parks and Recreation (Department) to report that it could no longer financially and operationally continue to provide the level of quality services required of the County of Los Angeles (County). The Department recognized their financial position and agreed by mutual consent to have the Contract assigned to Service Scape.

The purpose of the recommended action will enable the Department to continue to provide park maintenance services at the present service levels without an increase in contract costs.

The Department has reviewed the financial records, business references, and staffing plan for Service Scape. Service Scape agrees to the County's contract and level of service requirements in the Contract including paying its employees the County's Living Wage requirements.

Implementation of Strategic Plan Goals

The recommended action will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), through the provision of quality maintenance services by contract at a savings over cost of direct County service provision, and Community and Municipal services (Goal 3), by enriching the lives of County residents and visitors by ensuring quality regional open space, recreational and public works infrastructure services for County residents, and deliver customer oriented municipal services to the County's diverse unincorporated communities.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the Amendment No. 1, substantially similar to Attachment I, there is no change in the costs for the park maintenance services. The proposed assignment continues to be cost effective.

Operating Budget Impact

There is no budget impact as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the current Contract terms all assignments and delegation are presented as an agenda item for Board's approval. Under the recommended action, the Director will use delegated authority to execute Amendment No. 1.

Amendment No. 1 to the Contract will both transfer and assign all duties, responsibilities, obligations

and performance requirements from Mariposa to Service Scape.

The Department has reviewed the financial records, work history, references and labor reports and finds that Service Scape will be a responsible contractor to provide park maintenance services at Rowland Heights Area Parks. In addition, Service Scape currently provides park maintenance services for the County under separate contracts for the Arcadia Area Parks and the Foothill Area Parks and agrees to all the County's required provisions of the Contract and the contract cost, which remains cost effective.

County Counsel has approved Amendment No. 1 as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed administrative action is not subject to California Environmental Quality Act (CEQA) in that the action does not meet the definition of a project according to Sections 15378 (b) (4) (5) of the State CEQA Guidelines, because the action is an administrative/fiscal activity which by its terms do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

CONTRACTING PROCESS

The contracting process does not apply since the proposed Amendment No. 1 is for an existing contract approved by the Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return two adopted copies of this action to the Department for further processing.

The Honorable Board of Supervisors
2/16/2010
Page 4

Respectfully submitted,



RUSS GUINEY
Director

RG:KEH:GB
CM:MG:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Mariposa Landscapes, Inc.

Attachment I

**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 76454
DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS**

This Amendment Number 1 is made and entered into this day of 2010,

by and between

County of Los Angeles
(hereinafter "County")

and

Mariposa Landscapes, Inc.
(hereinafter "Assignor")

and

Service Scape
(hereinafter "Assignee")

WHEREAS, on January 15, 2008, County and Assignor entered into a Park Maintenance Service Contract for the Rowland Heights Area Parks, further identified as County Contract Number 76454, and any amendments thereto (all hereinafter referred to as "Contract"); and

WHEREAS, on April 30, 2009, the Director of the Department of Parks and Recreation (Director) approved Change Notice Number 1 adding maintenance services of a newly constructed building and increasing the Contract sum by less than 10%; and

WHEREAS, on July 21, 2009, the Board adopted Los Angeles County Code Chapter 2.206, Ordinance Number 2009-0026, creating the Defaulted Property Tax Reduction Program; and

WHEREAS, pursuant to Section 8, Changes and Amendments, Paragraph 8.3 of the Contract, the County reserves the right to add and/or change such provisions as required by the Board Chief Executive Officer, or designee; and

WHEREAS, this Amendment Number 1 contains amended provisions and exhibits consistent with the County's right and the Assignee has affirmed the implementation of these provisions and exhibits, and

WHEREAS, Paragraph 9.1, Assignment and Delegation, of Contract prohibits Assignor from delegation of its duties or assigning its rights thereunder without the prior written consent of County; and

WHEREAS, it is the desire of the parties hereto, to delegate the duties and assign the rights under Contract, from Assignor to Assignee; and

WHEREAS, this Amendment Number 1 will be prepared and executed by the Assignor and Assignee and the Director; and

NOW, THEREFORE, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 The existing Section 1.0, Applicable Documents, shall be amended to replace the following Exhibits:

1.1.1 Exhibit G - Internal Revenue Service Notice No. 1015

1.1.2 Exhibit N - Contractor Acknowledgement and Confidentiality Agreement

1.2 The existing Section 1.0, Applicable Documents, shall be amended to include the following Exhibits:

1.2.1 Exhibit P - Defaulted Property Tax Reduction Program

1.2.2 Exhibit Q - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

1.3 Exhibit N and Exhibit Q above shall be signed by the Assignee and returned to the County to form a part of this Amendment Number ____:

2.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The existing Contract shall be amended to include the following sections:

"9.52 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

9.52.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are currently in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

9.52.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County code Chapter 2.206.

9.53 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reductions Program

Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.52, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which county may terminate this contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206."

3.0 ASSIGNMENT AND DELEGATION

- 3.1 Assignor does hereby assign, transfer, grant, convey and set over unto Assignee, without further liability for performance thereon, all right, title and interest in and to Contract.
- 3.2 Assignee does hereby accept the foregoing assignment of the Contract and assumes responsibility for the performance of all promises,

covenants, and conditions of said Contract on the part of the contractor therein named to be performed.

- 3.3 All rights and responsibilities under the Contract have been assigned and delegated by Assignor to Assignee, effective the first day of the month following approval of the Director.
- 3.4 County hereby consents to such assignment and delegation.
- 3.5 Assignor and Assignee shall heretofore separately prorate between themselves, to the extent necessary, any monthly payment due and paid under this Contract prior to the first day of the month following approval of the Director.

4.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number ____ shall remain in full force and effect and are hereby reaffirmed.

5.0 EFFECTIVE DATE

The effective date of this Amendment Number ____ shall be as identified in Paragraph 3.5 hereinabove.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Contract Amendment Number ___ to be subscribed by its Director of the Department of Parks and Recreation and Assignor and Assignee have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____

Russ Guiney, Director
Department of Parks and Recreation

ASSIGNOR

Mariposa Landscapes, Inc.

By _____

ASSIGNEE

Service Scape

By _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN

County Counsel

By _____

Christina A. Salseda, Principal Deputy